

Exhibit A

JAMS ARBITRATION NO. 1425025643

BOIES SCHILLER FLEXNER, LLP,

Claimant,

-against-

MILES KWOK, a/k/a GUO WENGUI.

Respondent.

FINAL ARBITRATION AWARD

The Arbitrator, having conducted an evidentiary hearing on May 25 and 26, 2018, having heard post-hearing oral argument on August 9, 2018, having entered a Partial Arbitration Award on September 7, 2018, and having received a subsequent written submission concerning unpaid interest dated September 14, 2018, hereby enters this Final Arbitration Award:

I. Introduction

This proceeding is brought to recover unpaid legal fees. Claimant Boies Schiller Flexner LLP ("Boies Schiller") seeks to apply a \$500,000 retainer and recover the additional sum of \$563,133.83, plus interest. Respondent Miles Kwok, a/k/a "Guo Wengui" ("Kwok"), denies that he is liable for any unpaid fees. In a counterclaim, Kwok further seeks to recover the retainer, as well as the costs and fees that he has incurred in connection with this arbitration. For the reasons set forth below, the Arbitrator finds in favor of Boies Schiller and against Kwok in the amount of \$626,686.44, plus interest on the unpaid bills from September 8, 2018, through the date of payment at the rate of one percent per month, compounded monthly. Additionally, Kwok's counterclaim and any other relief sought by either party are denied.

The relationship between Boies Schiller and Kwok evidently began in or around 2015, when Kwok retained the firm to bring suit on his behalf in a state court matter captioned Ace Decade Holdings Limited v. UBS AG (“UBS”). Boies Schiller billed Kwok approximately \$1.5 million for that case and was paid in full.

Thereafter, Kwok retained Boies Schiller to defend him in connection with three additional matters: Pacific Alliance Asia Opportunity Fund L.P. v. Kwok (“PAX”); Beijing Zhong Xian Wei Ye Stainless Decoration Center v. Guo (“Beijing”); and HNA Group Co. Ltd. v. Wengui (“HNA”) (collectively, the “Three Initial Matters”). This engagement was memorialized in a letter from Joshua Schiller (“Schiller”) to Kwok, dated June 23, 2017, that Kwok countersigned (“Engagement Letter”).

The Engagement Letter contained several key terms. First, the Engagement Letter stated that Boies Schiller was being retained only for the Three Initial Matters “and such other matters as [Kwok] and [Boies Schiller] may agree in the future in writing.” Second, the Engagement Letter provided that its terms “may only be amended pursuant to a further written document signed by both [Kwok] and [Boies Schiller].” Third, pursuant to the Engagement Letter, Boies Schiller agreed to bill Kwok monthly, and Kwok agreed to “review [Boies Schiller’s] invoices carefully upon presentation and notify [Boies Schiller] in writing within twenty (20) business days if [Kwok] ha[d] any questions or concerns regarding an invoice.” If Kwok failed to raise questions or concerns within that period, the invoice would be “deemed conclusively binding, acceptable, fair and reasonable.” If concerns were raised, the Engagement Letter assured Kwok that Boies Schiller would “endeavor to respond promptly to those concerns.” Fourth, the Engagement Letter provided that there would be a late payment “fee of 1% per month, compounded monthly,” “charged on all sums that are not paid within thirty (30)

days after presentation of an invoice.” Fifth, Kwok agreed to provide an initial retainer in the amount of \$500,000, and that if he failed to pay an invoice within thirty days, Boies Schiller could “in its sole discretion pay the invoice using [that] . . . [a]mount.”

The Engagement Letter also contained a provision regarding arbitration, which stated that (except in circumstances not relevant here) any disputes between Kwok and Boies Schiller “arising from or relating to the Engagement” “shall be finally settled by binding confidential arbitration under the JAMS Comprehensive Arbitration Rules and Procedures in force at the time such arbitration is commenced” (“JAMS Rules”).

After the Engagement Letter was signed, Boies Schiller also provided legal services to Kwok in connection with two further state court matters: Fan Bingbing v. Kwok (“Bingbing”) and Rui Ma v. Kwok (“Rui Ma”) (together, the “Two Additional Matters”). The parties did not enter into a separate engagement letter with respect to the Two Additional Matters. Boies Schiller contends – and Kwok denies – that these matters nevertheless are governed by the terms of the original Engagement Letter.

Kwok twice protested Boies Schiller’s invoices in writing over the course of the firm’s representation of him. On August 27, 2017, Fiona Yu (“Yu”), an attorney in Hong Kong who serves as the director of compliance and legal for certain of Kwok’s companies, sent Schiller an email objecting to the amounts the firm had billed during June and July in connection with the Three Initial Matters. Subsequently, on December 18, 2017, Yvette Wong, Kwok’s chief of staff, sent Schiller an email alleging that numerous “problems” with the firm’s billing were being audited,¹ but no such audit was ever produced.

¹ Those problems were identified as: “Excessive time to complete one same task;” “Excessive staffing;” “Not enough delegation” of ministerial tasks; “Double-billing;” and lack of communication, with Kwok simply receiving a bill after the work was done.

In early September 2017, Kwok transferred the Beijing matter to another firm.

He kept the other four cases with Boies Schiller until early December 2017, when he terminated his relationship with the firm. This arbitration ensued.

II. Procedural History

Boies Schiller filed its Demand for Arbitration and Statement of Claim on January 23, 2018. Thereafter, on or about February 28, 2018, Kwok filed his Response to the Demand and Statement of Counterclaim.

On April 10, 2018, the Arbitrator held a preliminary conference, the results of which were memorialized in a Report of Preliminary Conference and Scheduling Order No. 1 (“Order No. 1”). Order No. 1 provided for the hearing to be held at JAMS on June 6 and 7, 2018, but the hearing subsequently was adjourned to June 25 and 26, 2018.

Five witnesses testified at the hearing: Kwok; David Boies (“Boies”) the chairman of Boies Schiller; Kathleen Sloane (“Sloane”), a real estate broker who had prior dealings with both Boies and Kwok; Schiller, a partner at Boies Schiller; and Linda Jinks-Carlson (“Carlson”), Boies’ administrative assistant. Boies Schiller called Kwok and Boies; Kwok called Sloane, Schiller, and Carlson.

Following the hearing, both sides submitted post-hearing briefs on July 27, 2018, and reply briefs on August 6, 2018. Thereafter, the Arbitrator heard argument on August 9, 2018.

Order No. 1 provided that the Arbitrator would issue only a “bottom line” award. Kwok’s counsel subsequently expressed a preference for a reasoned award. The parties ultimately agreed that the Arbitrator would issue a “brief reasoned decision” to explain the basis

for the award, with “brevity in the discretion of the [Arbitrator].”² On September 7, 2018, the Arbitrator entered a Partial Arbitration Award that constituted that decision. The award was a partial award because the Arbitrator was uncertain about Boies Schiller’s interest calculations. For that reason, the Partial Arbitration Award directed the parties to confer by September 14, 2018, in an effort to agree as to the amount of interest owed through September 7, 2018. The Partial Arbitration Award further directed the parties to submit letters by September 21, 2018, if they were unable to agree with respect to the interest owed.

On September 14, 2018, Boies Schiller submitted its interest calculations. In its cover letter, Boies Schiller’s counsel noted that they had attempted to schedule a meet and confer with Kwok’s counsel, who had informed them that he did not have authority from his client to engage in those discussions. Since then, Kwok has made no further submission. Accordingly, the interest awarded through September 7, 2018, in this Final Arbitration Award is based on Boies Schiller’s submission.

While I may not have discussed every argument advanced by Kwok in this Final Arbitration Award, I have considered them all. Any argument not specifically addressed is rejected as baseless.

III. Findings of Fact and Conclusions of Law

A. Arbitrability

As noted above, in addition to the Three Initial Matters, Boies Schiller seeks to recover legal fees for the Two Additional Matters. Kwok contends that the fees owed for these matters, if any, cannot be decided as part of this proceeding because there is no signed writing evidencing his intention to be bound by the Engagement Letter with respect to them. Kwok

² Under Rule 24(h) of the JAMS Rules, an award must “consist of a written statement signed by the Arbitrator regarding the disposition of each claim and the relief, if any, as to each claim. Unless all [p]arties agree otherwise, the [a]ward shall also contain a concise written statement of the reasons for the [a]ward.”

further maintains that Boies Schiller cannot recover its fees for services rendered in connection with the Two Additional Matters in this arbitration on a quantum meruit basis because he never signed a writing agreeing to resolve any disputes regarding those matters through a JAMS arbitration.

Contrary to these assertions, the Engagement Letter defines the “Engagement” as the Three Additional Matters and “such other matters” as Boies Schiller and Kwok “may agree in the future in writing.” There is no requirement that such other matters become part of the Engagement only by means of a signed writing. Here, there is ample written evidence that both parties intended that the Two Additional Matters would become part of the Engagement. Among other things, on September 29, 2017, Schiller sent Kwok and others in Kwok’s employ a supplemental legal hold memorandum, in which he noted that Kwok “has retained the law firm of Boies Schiller Flexner LLP to defend him in connection with [four] lawsuits”: PAX, HNA, Bingbing, and Rui Ma. This memorandum alone is sufficient to satisfy the requirement that any addition of matters to the scope of the Engagement be evidenced by a writing.³

Moreover, the portion of the Engagement Letter requiring that any modification of its terms be evidenced by a “further written document signed by both [Kwok] and [Boies Schiller]” plainly is inapplicable. Boies Schiller is not seeking to modify the terms of the Engagement Letter. Instead, Boies Schiller is merely seeking to apply the terms of the Engagement Letter to two additional matters. This does not constitute an amendment of the Engagement Letter requiring a signed writing.

³ There are also other writings. For example, on September 16, 2017, Mei Kwok (“Mei”), Kwok’s daughter, sent a Boies Schiller attorney an email, in which she reported that she had “most of the things” that were being requested in connection with the Rui Ma matter and urged the attorney to “get our justice, my fat[he]r’s justice.” Additionally, on October 6, 2017, Mei sent Schiller the summons and complaint in the Bingbing matter.

The Arbitrator therefore has jurisdiction over the parties' contractual fee dispute with respect to all five matters, rendering any claim of quantum meruit irrelevant.

B. Other Defenses

Kwok asserts several other alleged defenses to Boies Schiller's claimed entitlement to recover fees, only one of which partially withstands scrutiny.

1. Fraudulent Inducement

First, Kwok contends, in effect, that he was fraudulently induced to retain Boies Schiller and pay an initial \$500,000 retainer because Boies falsely stated that he personally would serve as lead counsel. During his testimony, Boies flatly rejected the assertion that he had made such a commitment. He further testified that when he agrees to serve as lead counsel, Boies Schiller clients must pay a non-refundable amount, which generally ranges from \$1 million to \$15 million. Here, there is no provision in the Engagement Letter calling for the payment of such a non-refundable fee.

Moreover, to the extent there is a dispute between Kwok and Boies, the evidence overwhelmingly supports Boies' testimony. Thus, the Engagement Letter was signed by Schiller, rather than Boies, and Schiller served as the lead attorney in connection with all five matters. Kwok obviously also knew (or should have known), based upon his review of the Boies Schiller invoices, that Boies was billing no time to his matters. Indeed, as Kwok himself notes, there are "only three entries" in which someone at Boies Schiller recorded time spent discussing Kwok's cases with Boies.

Tellingly, there is not a shred of written evidence that Kwok based his retainer of Boies Schiller with respect to any of the five matters on an express representation by Boies that he – rather than Schiller – would serve as lead counsel. Indeed, the written evidence suggests the

opposite. As set forth in further detail below, over the course of Kwok's dealings with Boies Schiller, his staff sent only two emails objecting to Boies Schiller's bills. Neither email raised Boies' failure to bill any time to Kwok's matters as a concern.

In sum, while I have little doubt that Kwok hoped Boies would be heavily involved in his cases, there is no credible evidence that Boies ever made that commitment, or that Kwok's decision to retain the firm for the Three Initial Matters and the Two Additional Matters hinged on Boies' agreement that he would be the lead attorney representing Kwok.

2. Schiller's Continued Involvement

Although Kwok testified that he did not want Schiller handling his matters, he never sent Boies Schiller a written objection to Schiller's time entries. Kwok nonetheless maintains that both he and Sloane verbally conveyed his concerns about Schiller's continued representation of him to Boies Schiller.

The credible evidence establishes that the first such complaint was communicated in the fall of 2017 by Sloane, who telephoned Carlson while Boies was traveling. This was near the end of the relationship between Boies Schiller and Kwok. Boies testified that he learned of Sloane's call in November. Thereafter, he and Kwok discussed Kwok's request that Schiller no longer serve as lead counsel on his matters. Boies Schiller previously had substituted Schiller for a Mandarin-speaking attorney at Kwok's request. Boies told Kwok that Schiller was an excellent lawyer, and that the firm could not continue to change the lawyers assigned to Kwok's matters. Boies also invited Kwok to transfer his remaining matters to another firm if he did not want to work with Schiller, and indicated that Boies Schiller would cooperate with that process. Kwok apparently decided to terminate his relationship with Boies Schiller shortly after this conversation.

Kwok contends that he communicated his desire not to have Schiller represent him much earlier than October or November 2017. It is undisputed, however, that Kwok invited Schiller (and Boies) to a dinner at his apartment in October 2017 to celebrate a victory in connection with PAX. In addition, Kwok met with Schiller at his apartment twice over the Labor Day weekend in 2017 to discuss several of Kwok's cases. If Kwok truly was unhappy with Schiller by then, he presumably would not have arranged to meet with him on those occasions.

Based upon this evidence, I find that Kwok did not affirmatively request that someone other than Schiller handle his matters until late October 2017 at the earliest. Shortly thereafter, in or around early December, Kwok terminated Boies Schiller. At no time, however, did Kwok object in writing to Schiller's billing of time on his matters. He therefore has waived his right to object to the Boies Schiller invoices based on Schiller's participation in his defense.

3. Block-Billing

Third, during the hearing, Kwok testified that he had objected to Boies Schiller's practice of block-billing its time. Although the subject of block-billing was not raised in either Yu's August 17 or Wong's December 18 email, Kwok testified that he protested that practice in a discussion with Schiller, and that the invoices he received in connection with the five matters giving rise to Boies Schiller's claim differed markedly from those that he had earlier received in connection with the UBS matter. In fact, as even a cursory review shows, the invoices in both UBS and the subsequent matters reflect block-billing. Additionally, neither the Yu nor the Wong email contains so much as a syllable protesting Boies Schiller's practice of block-billing its time spent on Kwok's matters. I therefore find that Kwok's complaint about block-billing is an

afterthought, which he has in any event waived by failing to interpose a timely written objection.⁴

4. Other Billing Objections

Finally, Kwok notes that he did interpose written objections to certain of Boies Schiller's invoices for services rendered.⁵ As noted above, the first such objection took the form of an email from Fiona Yu ("Yu") to Schiller dated August 17, 2017. In response, in an email later the same day, Schiller stated that he would reduce Boies Schiller's July invoice by \$50,000 as a "courtesy."⁶ In that email, Schiller also suggested that Kwok might want to use other lawyers for his cases "in order to reduce the costs of . . . litigation." He further indicated that it would be helpful to receive some instruction with respect to a budget and Kwok's expectations as to the level of work that the firm should perform. Although Kwok subsequently transferred the Beijing case to another firm, he voiced no further protest concerning the June/July 2017 bills in response to Schiller's email, and neither he nor Yu provided or requested a budget for the four remaining matters. Having failed to interpose any further timely objection concerning the invoices referenced in the August 17 email, Kwok has waived his right to challenge the time charges now.

⁴ Kwok notes that judges frequently criticize the practice of block-billing when presented with fee applications. Those cases, however, typically arise when a party seeks a fee award pursuant to a statute or rule. Kwok has not cited a single case in which the tender of block bills to a firm's client was found to be improper. In fact, as I noted in In re Terrorist Attacks on September 11, 2011, No. 03 MDL 1570 (GBD) (FM), 2015 WL 6666703, at *1 (S.D.N.Y. Oct. 28, 2015), Report & Rec. adopted 2015 WL 9255560 (S.D.N.Y. Dec. 18, 2015), "the practice of block billing . . . may make sense when the only intended reviewer [of the bills] is the firm's client." Boies testified that his firm does engage in task-based billing upon request, but that Kwok never made such a request. To the extent that there is a dispute between Kwok and Boies in this regard, I credit Boies' testimony.

⁵ Kwok contends that his failure to protest more of the bills is attributable to Chinese cultural values that stress the importance of enabling a business counterpart to save "face." Such cultural values clearly cannot trump the Engagement Letter's requirement that any objection to a bill be set forth in a timely writing.

⁶ That month, Boies Schiller billed Kwok approximately \$190,000 for the PAX matter and \$4,000 for the Beijing matter.

The second set of objections was set forth in Wong's email dated December 18, 2017. In that email, Wong represented that "numerous "problems" with the firm's billing were being audited, but it appears that no such audit ever was conducted. By virtue of the Engagement Letter's twenty-day protest period, Wong's December objections could only apply to Boies Schiller's October and November bills.⁷

C. Reasonableness of the Boies Schiller Invoices

Boies Schiller's invoices for the Three Initial and Two Additional Matters (including disbursements) total \$1,063,133.83. Although Boies Schiller evidently has not applied its retainer against that amount, it is undisputed that \$500,000 is available for that purpose. Accordingly, in Boies Schiller's view, the amount that remains outstanding after applying the retainer is \$563,133.83, plus interest. Boies Schiller, however, gave Kwok a \$50,000 credit in August 2017. Although Boies Schiller contends that Kwok is no longer entitled to that accommodation because he failed to pay the June and July invoices after Schiller granted it, there is no indication that the adjustment was contingent on prompt payment. Accordingly, the principal amount that in fact remains unpaid after applying the retainer is \$513,133.83.

Kwok contends that Boies Schiller is not entitled to recover \$513,133.83, much less \$1,063,133.83, because the Boies Schiller invoices are unreasonable.⁸ According to Kwok, a twenty percent haircut is appropriate to account for numerous billing problems, including (but not limited to) excessive time billed for certain tasks, needless duplication of effort, the failure to have simpler work performed by timekeepers with lower billing rates, and hours that were billed under existing matter numbers before new matters were opened. What Kwok fails to accept is

⁷ During those months, the time charges for the PAX, Bingbing, HNA, and Rui Ma matters totaled \$148,150.

⁸ Kwok does not challenge the reasonableness of the hourly rates of the Boies Schiller timekeepers.

that the Engagement Letter required him to raise such concerns in writing within twenty days of his receipt of an invoice. He did not do so with respect to most of Boies Schiller's bills.

Any concerns raised by Yu with respect to of the June and July 2017 invoices were more than adequately addressed by Schiller's \$50,000 reduction of the July invoices. Additionally, although Wong raised certain concerns in general terms in her December 2017 email to Schiller, my review of the October and November invoices fails to confirm her allegations of billing irregularities. It also bears mention that, by December, Kwok was waging war on many fronts since he was involved in numerous suits beyond those that are the subject of this proceeding and (perhaps justifiably) considered himself the victim of a litigation onslaught by the People's Republic of China. As a result, Kwok himself chose to pursue a scorched earth policy with respect to at least one of the cases being handled by Boies Schiller and failed to settle another matter that could have been expeditiously resolved. In light of his strategy of defending each suit aggressively, Kwok can scarcely complain that the October and November bills were too high. Indeed, Kwok knew that Boies Schiller's services would be expensive, since the firm had previously billed him approximately \$1.5 million in connection with the UBS matter.

To be sure, the Boies Schiller invoices show that the firm spared no expense in the course of defending Kwok in the lawsuits giving rise to this arbitration. Kwok, however, clearly was given a choice at a relatively early stage: he could continue with a firm of Boies Schiller's calibre or he could transfer his matters to less expensive counsel. Having chosen the first of these options, and having opted to litigate aggressively, Kwok cannot now credibly argue that the Boies Schiller bills were unreasonably large. Moreover, Kwok will receive the benefit of Schiller's \$50,000 reduction, which represents a nearly five percent haircut from the original bills.

In these circumstances, I find that the remaining amount that Boies Schiller seeks to recover is reasonable.⁹

D. Counterclaim

In his counterclaim, Kwok advances several reasons why Boies Schiller allegedly is not entitled to recover its fees, most of which have already been addressed. His counterclaim also advances two other theories why the Boies Schiller claims allegedly should be denied – in whole or in part – and he should receive a refund of his \$500,000 retainer.

First, Kwok suggests in his counterclaim that any services rendered before he signed the Engagement Letter and delivered the retainer cannot be recovered in this forum because they preceded the effective date of his agreement to arbitrate. In his post-trial briefing, Kwok appears to have abandoned this argument. Kwok himself also testified that he would have been “more than happy” to pay for work occurring before he sent Boies Schiller the retainer, provided that the invoices were “correct and accurate.” Suffice it to say, even if Kwok had objected to the time entries predating the signing of the Engagement Letter, there is not a scintilla of evidence that the invoices tendered to him for that period inaccurately reflected the Boies Schiller’s timekeepers’ actual time or were unreasonable. His current protests concerning the time expended before he signed the Engagement Letter therefore are not a basis for a set off.

Second, Kwok contends that Schiller engaged in certain boorish behavior. Perhaps the most egregious example was an incident in late December 2017 when Schiller

⁹ Kwok also complains about Boies Schiller’s time charges for transitional services in December 2018. Even if he had reduced that complaint to a timely writing, as the Engagement Letter required, the invoices in question make clear that the firm did not churn the time that it expended after learning that the four remaining matters would be moved elsewhere.

In addition, Kwok challenges Boies Schiller’s disbursements because the firm failed to provide receipts for the sums sought. The disbursements are relatively modest and appear to have been incurred in the ordinary course of the firm’s representation of Kwok. Moreover, there is no indication that Kwok ever requested any supporting documentation. For these reasons, the request to disallow Boies Schiller’s expenses lacks merit.

participated by telephone in a meeting attended by Boies, Kwok, and others. During that meeting, Schiller made some intemperate remarks because he did not realize that he was on a speakerphone. He also is alleged to have acted unprofessionally by placing a series of repeated phone calls to Sloane. These are not Kwok's only allegations concerning Schiller's allegedly unprofessional conduct. Although the impropriety of the speakerphone incident is essentially conceded, during his testimony Schiller disputed Kwok's allegations regarding the other alleged misbehavior. There is no need to make findings as to whether those other incidents took place because, even if they did, Kwok has cited no authority, nor am I aware of any, which would suggest that they provide a basis for Kwok to avoid the payment of fees for services that by and large were rendered before the alleged misconduct is said to have occurred.

E. Interest

In its post-hearing briefing, Boies Schiller provided an interest calculation based upon its recovery of the full amount of its bills. Kwok argues that any interest on the unpaid bills should be reduced because Boies Schiller could have applied the \$500,000 retainer against the past due bills. Pursuant to the Engagement Letter, however, Boies Schiller had the "sole discretion" to determine whether to pay an invoice using Kwok's retainer. Here, particularly because Kwok contends that he owes Boies Schiller no money for its services, it clearly was not an abuse of discretion for the firm to refrain from applying the retainer against the bills until Kwok's counterclaim could be resolved.

The Engagement Letter authorizes Boies Schiller to recover interest on all fees not paid within thirty days after presentation of an invoice at the rate of one percent per month, compounded monthly. In its initial post-hearing submissions, Boies Schiller presumably calculated the interest owed with respect to each unpaid invoice on that basis. Those

calculations, however, did not address the amount that Kwok would owe for interest after giving him the benefit of a \$50,000 credit against the July invoices. Accordingly, I directed the parties to confer by September 14, 2018, in an effort to agree with respect to any required adjustments, failing which they were to submit letters explaining the basis for their calculations by September 21, 2018. As noted above, Boies Schiller made such a further submission, but Kwok declined to confer with Boies Schiller's counsel about, and has not set forth its position regarding, the calculation of back interest.

Having reviewed Boies Schiller's letter dated September 14, 2018, and the accompanying spreadsheet, I conclude that Boies Schiller is entitled to recover interest in the amount of \$113,552.61 through September 7, 2018, and additional interest from that date forward at the rate of one percent per month, compounded monthly.

F. Arbitration Costs

In their papers, both sides seek to be awarded the costs of this arbitration. JAMS Rule 31(a) provides that "[e]ach Party shall pay its pro rata share of JAMS fees and expenses, unless the Parties agree on a different allocation of fees and expenses." Rule 24(c), however, allows an arbitrator subsequently to allocate arbitration fees and arbitrator compensation and expenses, "unless such an allocation is expressly prohibited by the Parties' Agreement." Here, the engagement letter contains no such prohibition. Nevertheless, in the exercise of discretion, the Arbitrator declines to allocate the costs of this arbitration in any manner other than an even split between Boies Schiller and Kwok.

IV. Award

For the foregoing reasons: (A) Boies Schiller may apply Kwok's \$500,000 retainer against his unpaid legal bills; (B) Boies Schiller is entitled to an additional award of \$626,686.44, consisting of \$513,133.83 in unpaid legal fees and an additional \$113,552.61 in interest on each of Kwok's unpaid bills through September 7, 2018; (C) Boies Schiller is further entitled to recover interest on each of Kwok's unpaid bills from September 8, 2018, through the date of payment at the rate of one percent per month, compounded monthly; and (D) Kwok's counterclaim and any further relief sought by either party are denied

SO ORDERED.

Dated: New York, New York
October 6, 2018



Frank Maas
Arbitrator

SERVICE LIST**Case Name:** Boies Schiller Flexner, LLP vs. Kwok, Miles aka Guo Wengui**Hear Type:**

Arbitration

Reference #: 1425025643**Case Type:**

Business/Commercial

Panelist: Maas, Frank ,**Pamela Jarvis**

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PROOF OF SERVICE BY EMAIL & U.S. MAIL

Re: Boies Schiller Flexner, LLP vs. Kwok, Miles aka Guo Wengui
Reference No. 1425025643

I, Kristen Maccubbin, not a party to the within action, hereby declare that on November 9, 2018, I served the attached Final Award on the parties in the within action by Email and by depositing true copies thereof enclosed in sealed envelopes with postage thereon fully prepaid, in the United States Mail, at New York, NEW YORK, addressed as follows:

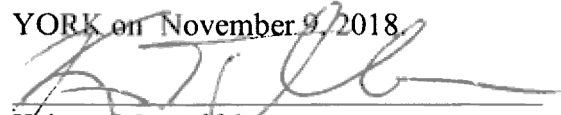
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I declare under penalty of perjury the foregoing to be true and correct. Executed at New York, NEW

YORK on November 9, 2018.


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